

EXHIBIT A

IN THE COURT OF COMMON PLEAS JEFFERSON COUNTY, OHIO

FILED
IN COMMON PLEAS COURT
JEFFERSON COUNTY, OHIO

MAR 08 2022

ANDREW D. PLESICH
CLERK

H. Joseph Hamm,
69459 Heils Lane Road,
Bridgeport, Ohio, 43912,

D. Joyce Yazombek, Trustee
of the D. Joyce Yazombek
Revocable Living Trust,
69520 Heils Lane Road,
Bridgeport, Ohio, 43912,

David A. Ellison,
69523 Heils Lane Road,
Bridgeport, Ohio 43912,

Elizabeth L. Ellison,
69523 Heils Lane Road,
Bridgeport, Ohio 43912,

Alex J. Kolb, II,
69632 Heils Lane Road,
Bridgeport, Ohio 43912

Plaintiffs,

vs.

Thunderbird Global Development, LLC,
8777 E. Via De Ventura, Suite 335,
Scottsdale, Arizona 85258,

Also serve at:
John Barrington,
450 McClure Street,
Wooster, Ohio 44691,

TEXANOUSHA LLC,
1515 Hyde Park Blvd. #3,
Houston, Texas,

Also serve at:
Christopher E. Banik,
1515 Hyde Park Blvd. #3,
Houston, TX 77006,

Case No.

Judge

**JURY DEMAND
ENDORSED HEREON**

Cheyenne Oil Gas & Minerals, LLC, :
1515 Hyde Park Blvd. #3, :
Houston, TX 77006, :
Also serve at: :
John Barrington, :
450 McClure Street, :
Wooster, Ohio 44691, :
:
Christopher E. Banik, :
1515 Hyde Park Blvd. #3, :
Houston, Texas 77006, :
:
and :
:
Anousha Banik, :
1515 Hyde Park Blvd. #3, :
Houston, Texas 77006, :
:
Defendants. :

COMPLAINT

NOW COME Plaintiffs H. Joseph Hamm, D. Joyce Yazombek, Trustee of the D. Joyce Yazombek Revocable Living Trust, David A. Ellison and Elizabeth L. Ellison, and Alex J. Kolb, II, by and through undersigned counsel, Erik A. Schramm, Kyle W. Bickford, and Erik A. Schramm, Jr., of the law firm Hanlon, McCormick, Schramm, Bickford & Schramm Co., LPA, and for their Complaint state as follows:

PARTIES

1. Plaintiff H. Joseph Hamm is an adult resident of Belmont County, Ohio, with a residential address of 69459 Heils Lane Road, Bridgeport, Ohio, 43912.

2. Plaintiff D. Joyce Yazombek, Trustee of the D. Joyce Yazombek Revocable Living Trust is an adult resident of Belmont County, Ohio, with a residential address of 69520 Heils Lane Road, Bridgeport, Ohio, 43912.

3. Plaintiffs David A. Ellison and Elizabeth L. Ellison, husband and wife, are adult residents of Belmont County, Ohio, with a residential address of 69523 Heils Lane Road, Bridgeport, Ohio, 43912.

4. Plaintiff Alex J. Kolb, II is an adult resident of Belmont County, Ohio, with a residential address of 69632 Heils Land Road, Bridgeport, Ohio 43912.

5. Defendant Thunderbird Global Development, LLC, is an Arizona limited liability company with an office address of 8777 E. Via De Ventura, Suite 335, Scottsdale, Arizona 85258.

6. Defendant Thunderbird Global Development, LLC's service of process agent is John Barrington, 450 McClure Street, Wooster, Ohio 44691.

7. Defendant TEXANOUSHA LLC is a Texas limited liability company with an office address of 1515 Hyde Park Blvd. #3, Houston, Texas 77006.

8. Defendant TEXANOUSHA LLC's service of process agent is Christopher E. Banik, 1515 Hyde Park Blvd. #3, Houston, Texas 77006.

9. Defendant Cheyenne Oil Gas & Minerals, LLC is a Wyoming limited liability company with an office address of 1515 Hyde Park Blvd. #3, Houston, Texas 77006.

10. Defendant Cheyenne Oil Gas & Minerals, LLC's service of process agent is John Barrington, 450 McClure Street, Wooster, Ohio 44691.

11. Defendant Christopher E. Banik is an adult resident of Harris County, Texas, with a residential address of 1515 Hyde Park Blvd. #3, Houston, Texas 77006.

12. Defendant Anousha Banik is an adult resident of Harris County, Texas, with a residential address of 1515 Hyde Park Blvd. #3, Houston, Texas 77006.

JURISDICTION AND VENUE

13. Jurisdiction is proper in the State of Ohio and this action concerns an amount within the jurisdictional limits of this Court.

14. Venue is proper in this Court pursuant to Ohio R. Civ. P. 3(C)(3), (5), and (6).

FACTS COMMON TO ALL COUNTS

15. Plaintiffs incorporate herein all of the previous allegations of the Complaint as if fully rewritten herein.

16. From May 20, 2021 until the case was dismissed on February 15, 2022, Defendant Thunderbird Global Development, LLC (hereinafter “Thunderbird”) was the debtor in a Chapter 11 bankruptcy case in the United States Bankruptcy Court for the District of Arizona, being Case No. 2:21-bk-03962 DPC.

17. On February 14, 2020, Plaintiffs obtained a Judgment against Defendant Thunderbird totaling \$1,390,439.36, plus interest and costs. A true and exact copy of said Judgment is attached hereto as “Exhibit A” and incorporated by reference.

18. On July 27, 2020, Plaintiffs obtained a Judgment against Defendant Thunderbird totaling \$139,609.11, plus interest and costs. A true and exact copy of said Judgment is attached hereto as “Exhibit B” and incorporated by reference.

19. As of the filing of this Complaint said Judgments referenced in paragraphs 17 and 18 remain wholly unsatisfied.

20. On December 15, 2021, Defendant Thunderbird transferred to Defendant TEXANOUSHA LLC all of Thunderbird’s interest in the oil and gas pertaining to real estate in Jefferson County, Ohio (hereinafter “Stringer Interest”), by virtue of the Oil, Gas and Royalty Quit

Claim Deed, dated December 15, 2021, filed for record January 27, 2022, and recorded in Book 1507, Page 829 of the Jefferson County Official Records. A true and exact copy of said Deed is attached hereto as “Exhibit C” and incorporated by reference.

21. According to the notary acknowledgment, the aforesaid Deed was signed by Defendant Christopher E. Banik as managing member of Thunderbird on December 15, 2021.

22. Defendant Anousha Banik is a member of Thunderbird.

COUNT I
(Ineffective Transfer)

23. Plaintiffs incorporate herein all of the previous allegations of the Complaint as if fully rewritten herein.

24. Approval by the United States Bankruptcy Court for the District of Arizona to transfer the Stringer Interest was neither sought nor received by Defendant Thunderbird as required by [11 U.S.C. §363](#).

25. At the time of the transfer, the Stringer Interest was an asset of the bankruptcy estate. *See* United States Bankruptcy Court for the District of Arizona, Case No. 2:21-bk-03962 DPC.

26. Defendant Thunderbird failed to report the transfer of the Stringer Interest to the Bankruptcy Court.

27. This attempted transfer was ineffective as a matter of law and Plaintiffs are entitled to a reversal of the same.

COUNT II
(Fraudulent Transfer)

28. Plaintiffs incorporate herein all of the previous allegations of the Complaint as if fully rewritten herein.

29. At the time of the transfer of the Stringer Interest, Defendant Thunderbird was insolvent within the definition of Chapter 1336 of the Ohio Revised Code.

30. Said transfer of the Stringer Interest was incurred with actual intent to hinder, delay, or defraud Plaintiffs.

31. Said transfer occurred without the seller receiving a reasonably equivalent value.

32. Plaintiffs are entitled to receive the value of the transfer from the transferee.

33. Plaintiffs are entitled to injunctive relief to prohibit further transfers pursuant to [Ohio Revised Code §1336.07](#).

COUNT III
(Conversion)

34. Plaintiffs incorporate herein all of the previous allegations of the Complaint as if fully rewritten herein.

35. Defendant Christopher E. Banik signed the Chapter 11 bankruptcy petition for Defendant Thunderbird as its managing member. *See* United States Bankruptcy Court for the District of Arizona, Case No. 2:21-bk-03962 DPC.

36. At all times during the bankruptcy Defendant Christopher E. Banik continued to be the managing member of Thunderbird.

37. The interests transferred pursuant to the transfer of the Stringer Interest were listed as debtor's assets in its bankruptcy schedules. *See* United States Bankruptcy Court for the District of Arizona, Case No. 2:21-bk-03962 DPC.

38. Defendant Christopher E. Banik knew that his signing the deed referenced in Paragraph 20 referenced above on behalf of debtors required approval of the Bankruptcy Court.

39. Defendant Christopher E. Banik knew that no such approval was obtained.

40. According to the statement signed by Defendant Banik and filed with the Jefferson County Ohio Auditor's Office the consideration paid for the deed referenced in Paragraph 20 above was \$7,500.00.

41. Defendant Thunderbird did not report to the Bankruptcy Court the receipt of the sales proceeds. *See* United States Bankruptcy Court for the District of Arizona, Case No. 2:21-bk-03962 DPC.

42. Defendant Thunderbird did not deposit the sales proceeds in the authorized debtor's account.

43. Upon information and belief Defendant Christopher E. Banik and/or Anousha Banik converted the funds to his/her personal use.

44. As a result of the conversion of Defendants, Plaintiffs' have been damaged in an amount to be proven at trial.

COUNT IV
(Fraud)

45. Plaintiffs incorporate herein all of the previous allegations of the Complaint as if fully rewritten herein.

46. Upon information and belief Defendant TEXANOUSHA LLC is related to or affiliated with Defendant Christopher E. Banik.

47. Defendant TEXANOUSHA LLC is not a bona fide purchaser in good faith for reasonably equivalent value within the meaning of [Ohio R.C. § 1336.08](#).

48. Plaintiffs are entitled to punitive damages for Defendants' fraud.

COUNT V
(Conspiracy)

49. Plaintiffs incorporate herein all of the previous allegations of the Complaint as if fully rewritten herein.

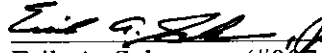
50. Defendant Cheyenne Oil Gas & Minerals, LLC facilitated the attempted transfer of the Stringer Interest. *See* "Exhibit C."

51. All defendants participated in a scheme to hide Defendant Thunderbird's assets and to hinder, delay, or defraud its creditors.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand that the transfer by the deed referenced in Paragraph 20 be avoided and set aside; for injunctive relief against further disposition by the debtor, Defendant Thunderbird Global Development, LLC, the transferee, Defendant TEXANOUSHA LLC, or either of them of the Stringer Interest and any other property; for compensatory damages against each of the Defendants in an amount not to exceed the value of the transfer to the extent the transfer has harmed the Plaintiffs; for punitive damages a result of Defendants' fraudulent actions attempting to defeat Plaintiffs' efforts to collect their Judgments, and such other relief as the Court deems equitable and proper.

Respectfully submitted,



Erik A. Schramm (#00871690)
Kyle W. Bickford (#0086520), and
Erik A. Schramm, Jr. (#0089718), of the firm
HANLON, MCCORMICK, SCHRAMM
BICKFORD & SCHRAMM CO., LPA
46457 National Road West
St. Clairsville, OH 43950
Telephone: (740) 695-1444
Telefax: (740) 695-1563
E-mail: info@ohiovalleylaw.com
Attorneys for Plaintiffs

JURY DEMAND

Plaintiffs demand a trial by jury on all triable causes presented herein.



Erik A. Schramm, Jr.

INSTRUCTIONS TO THE CLERK

Please issue a Summons and serve it with a copy of the Complaint by U.S. Certified Mail, return receipt requested, pursuant to Civ. R. 4.1(A), upon the Defendants at the addresses listed in the caption of the Complaint.



Erik A. Schramm, Jr.

CLERK SERVED COPIES ON
ALL THE PARTIES OR
THEIR ATTORNEYS

IN THE COURT OF COMMON PLEAS OF BELMONT COUNTY, OHIO

COMMON PLEAS COURT
BELMONT, OHIO

2020 FEB 14 AM 8:57

H. Joseph Hamm, et al.,

Plaintiffs,

v.

The Lorain Coal & Dock Company, et al.,

Defendants.

Case No. 19-CV-17

Judge Frank A. Fregiato

JUDGMENT ENTRY

The Court finds that it has subject matter jurisdiction and personal jurisdiction over all of the parties, and that this case is properly venued.

The Court further finds that Plaintiffs Benjamin D. Taylor, Stephanie L. Taylor, fka, Stephanie L. Borovich, Donald R. Lawson, Jr., Cheryl L. Lawson, Joseph D. Hicks, Jr., and Maxine D. Hicks did not pursue damages against Defendants for Plaintiffs' claims of tortious interference of a contract (Count VII of the Complaint), tortious interference of a business relationship (Count VIII of the Complaint), and slander of title (Count X of the Complaint).

At the close of Plaintiffs' case-in-chief, the Court directed a verdict in favor of Defendants on Plaintiffs' claim of common law fraud (Count IX of the Complaint).

Upon the jury verdict of the majority of the jurors, being three-fourths or more, in favor of Plaintiffs H. Joseph Hamm, D. Joyce Yazombek, Trustee of the D. Joyce Yazombek Revocable Living Trust, David A. Ellison and Elizabeth L. Ellison, and Alex J. Kolb, II and against Defendant Thunderbird Global Development, LLC, judgment is granted as follows:

IT IS ORDERED, ADJUDGED, AND DECREED Plaintiff H. Joseph Hamm is hereby granted judgment in the amount of One Million, Three Hundred Fifty-Three Thousand, Two Hundred Ten Dollars and Thirty-Six Cents (\$1,353,210.36) against Defendant Thunderbird



Global Development, LLC for Defendant Thunderbird Global Development, LLC's tortious interference of a contract (Count VII of the Complaint), tortious interference of a business relationship (Count VIII of the Complaint), and slander of title (Count X of the Complaint); and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED Plaintiff D. Joyce Yazombek, Trustee of the D. Joyce Yazombek Revocable Living Trust is hereby granted judgment in the amount of Five Thousand, Eight Hundred Sixty-Three Dollars and Fifty Cents (\$5,863.50) against Defendant Thunderbird Global Development, LLC for Defendant Thunderbird Global Development, LLC's tortious interference of a contract (Count VII of the Complaint), tortious interference of a business relationship (Count VIII of the Complaint), and slander of title (Count X of the Complaint); and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED Plaintiffs David A. Ellison and Elizabeth L. Ellison are hereby granted judgment in the amount of Eighteen Thousand, Nine Hundred Seventy-Five Dollars, and Fifty Cents (\$18,975.50) against Defendant Thunderbird Global Development, LLC for Defendant Thunderbird Global Development, LLC's tortious interference of a contract (Count VII of the Complaint), tortious interference of a business relationship (Count VIII of the Complaint), and slander of title (Count X of the Complaint); and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED Plaintiff Alex J. Kolb, II is hereby granted judgment in the amount of Twelve Thousand, Three Hundred Ninety Dollars, and No Cents (\$12,390.00) against Defendant Thunderbird Global Development, LLC for Defendant Thunderbird Global Development, LLC's tortious interference of a contract (Count VII of the Complaint), tortious interference of a business relationship (Count VIII of the Complaint), and slander of title (Count X of the Complaint); and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that no liability or damages were found with respect to Plaintiffs' claims of tortious interference of a contract (Count VII of the Complaint), tortious interference of a business relationship (Count VIII of the Complaint), and slander of title (Count X of the Complaint), against Defendants Christopher E. Banik, The Frontier Group, LLC, Anne D. Czarniecki, Anne D. Czarniecki, Trustee of the Helen M. Dixon Irrevocable Trust, Mary Boswell, Mark Boswell, Charlotte Moyler, James E. Moyler, Constance Reel Johnson, Stanley Bryce Johnson, III, Anne Myers, Joseph Myers, Charlotte Kendall, Kelli A. Day, Kelli A. Day, Trustee of the Robert H. Day and Julie A. Day Family Trust, Caroline S. Lindeke, Albert W. Lindeke, III, Catherine L. Daubek, Frederick Harold Stinchfield, Cheryl A. Stinchfield, John Harold Stinchfield, Susan T. Stinchfield, Jonathan D. Darrah, Jirapa Darrah, Kathryn A. Stinchfield, Taylor Saunders Stinchfield, Charles Thomas Stinchfield, Mary E. Godley, William Harvey Barrett, Jr., Allen B. Hannay, Deborah D. Morrison, and Robert B. Morrison.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED Defendant Thunderbird Global Development, LLC shall pay costs pursuant to R.C. 2335.19; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED a Trial on Plaintiffs' claim for punitive damages and a Hearing on the amount of the award of Plaintiffs' reasonable attorneys' fees shall be conducted at a later date as scheduled by the Court. This case shall remain on the Court's docket until the remaining issues are adjudicated.

IT IS SO ORDERED.

Dated: 2-14-20


JUDGE FRANK ACFRIGIATO

Approved by:

Erik A. Schramm

John R. Estadt (#0016397)

Erik A. Schramm (#0071690)

Kyle W. Bickford (#0086520), and

Erik A. Schramm, Jr. (#0089718), of the firm
HANLON, ESTADT, MCCORMICK

& SCHRAMM CO., LPA

46457 National Road West

St. Clairsville, OH 43950

Telephone: (740) 695-1444

Telefax: (740) 695-1563

E-mail: hiems@ohiovalleylaw.com

Attorneys for Plaintiffs

State of Ohio

Belmont County

Cynthia L. Fregiato, Clerk of Courts, do

hereby certify that the above is a true

and correct copy of the original on file

in this office.

Cynthia L. Fregiato, Clerk of Courts

Marian Edmondson Deputy

John Barrington, per e-mail authorization 2/13/2020
John Barrington, Esq. (#0001027) (EAS #0089718)

Barrington Law Office

3431 Commerce Parkway, Suite D

Wooster, Ohio 44691

Telephone: (330) 264-8679

E-mail: jbarrinlaw@msn.com

Attorney for Defendants Thunderbird

Global Development, LLC, Christopher E. Banik,

The Frontier Group, LLC, Anne D. Czarniecki,

Anne D. Czarniecki, Trustee of the Helen M.

Dixon Irrevocable Trust, Mary Boswell,

Mark Boswell, Charlotte Moyler, James E.

Moyler, Constance Reel Johnson, Stanley

Bryce Johnson, III, Anne Myers, Joseph

Myers, Charlotte Kendall, Kelli A. Day, Kelli A.

Day, Trustee of the Robert H. Day and Julie A.

Day Family Trust, Caroline S. Lindeke, Albert

W. Lindeke, III, Catherine L. Daubek, Frederick

Harold Stinchfield, Cheryl A. Stinchfield, John

Harold Stinchfield, Susan T. Stinchfield,

Jonathan D. Darrah, Jirapa Darrah, Kathryn A.

Stinchfield, Taylor Saunders Stinchfield,

Charles Thomas Stinchfield, Mary E. Godley,

William Harvey Barrett, Jr., Allen B. Hannay,

Deborah D. Morrison, and Robert B. Morrison

CLERK SERVED COPIES ON
ALL THE PARTIES OR
THEIR ATTORNEYS

IN THE COURT OF COMMON PLEAS OF BELMONT COUNTY, OHIO

COMMON PLEAS COURT
BELMONT CO. OH

2020 JUL 27 AM 10:13

CYNTHIA L. FREGIATO
CLERK OF COURT

H. Joseph Hamm, et al.,

Plaintiffs,

v.

The Lorain Coal & Dock Company, et al.,

Defendants.

Case No. 19-CV-17

Judge Frank A. Fregiato

JUDGMENT ENTRY

This cause came on to be heard July 17, 2020 on Plaintiffs' Motion for Attorneys' Fees; Plaintiffs' Motion for Prejudgment Interest; Defendants' Motion for Revision of Judgments; Plaintiffs' Motion to Strike and for Sanctions; and Defendant Thunderbird Global Development, LLC's Motion to Strike and for Sanctions. Erik A. Schramm, Jr. and Erik A. Schramm, Sr. appeared for Plaintiffs. John Barrington appeared for Defendants.

Following the Hearings on the Motions, this Court held an evidentiary Hearing on the amount, if any, of Plaintiffs' Attorneys' Fees to be awarded by virtue of the compensatory damages judgment against Defendant Thunderbird Global Development, LLC. Testimony was presented by John R. Estadt, Esq., President, Director, and Shareholder of the firm Hanlon, Estadt, McCormick & Schramm Co., LPA, and Bryan C. Conaway, Esq., who was qualified at the Hearing as Plaintiffs' expert without objection, as to fees of Hanlon, Estadt, McCormick & Schramm Co., LPA and the reasonableness thereof.

WHEREAS, the Court having reviewed the case file, the pleadings, the statements of counsel, all of the Motions and considered the arguments of counsel and the sworn testimony of the witnesses at the July 17, 2020 Hearing hereby finds as follows:



IT IS ORDERED, ADJUDGED, AND DECREED Plaintiffs' Motion for Attorneys' Fees is sustained and granted; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED Plaintiffs are awarded One-Hundred Thirty-Nine Thousand, Six-Hundred Nine Dollars and Eleven Cents (\$139,609.11) against Defendant Thunderbird Global Development, LLC, being One-Hundred Thirty-Three Thousand, Thirty-Eight Dollars and Seventy-Five Cents (\$133,038.75) in attorneys' fees and Six Thousand Five-Hundred Seventy Dollars and Thirty-Six Cents (\$6,570.36) for costs and expenses, as shown on Plaintiffs' Exhibit 1 which the Court admitted into evidence without objection by Defendant. The award to be in addition to the Jury awarded compensatory damages against Defendant Thunderbird Global Development, LLC in the amount of \$1,353,210.36 in favor of Plaintiff H. Joseph Hamm; \$5,863.50 in favor of Plaintiff D. Joyce Yazombek, Trustee of the D. Joyce Yazombek Revocable Living Trust; \$18,975.50 in favor of Plaintiffs David A. Ellison and Elizabeth L. Ellison; and \$12,390.00 in favor of Plaintiff Alex J. Kolb, II.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED all other Motions are Overruled without Prejudice to re-filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED this Court reserves the right to rule on sanctions at a later date.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED the date of the Trial to a Jury regarding the issue of Plaintiffs' Punitive Damages is scheduled for October 29, 2020, at 8:30 a.m.

All subject to further Order of the Court.

IT IS SO ORDERED.

Dated: _____



JUDGE FRANICA PREGIATO

Submitted by:

Erin A. Schramm, Jr.

John R. Estadt (#0016397)

Erik A. Schramm (#0071690)

Kyle W. Bickford (#0086520), and

Erik A. Schramm, Jr. (#0089718), of the firm

HANLON, ESTADT, MCCORMICK

& SCHRAMM CO., LPA

46457 National Road West

St. Clairsville, OH 43950

Telephone: (740) 695-1444

Telefax: (740) 695-1563

E-mail: hems@ohiovalleylaw.com

Attorneys for Plaintiffs

State of Ohio

Belmont County

Cynthia L. Fregiato, Clerk of Courts, do
hereby certify that the above is a true
and correct copy of the original on file
in this office.

Cynthia L. Fregiato, Clerk of Courts

By *Theresa Edmondson* Deputy

TRANSFERRED
CONVEYANCE EXAMINED
AND SECT 319.202 R.C.

COMPLIED WITH: 30.5

JAN 27 2022

E.J. Conn
Jefferson County Auditor
BY JE
No. 104

Inst #373794 01/27/2022 02:44 PM
OR Vol 1507 Pgs 829 - 830 F:\$34.00
Scott Renforth
Jefferson County Recorder P: 1 of 2

PLEASE DO NOT PUBLISH

OIL, GAS AND ROYALTY QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS Thunderbird Global Development LLC, an Arizona Limited Liability Company ("Grantor") whose address is 8777 E. Via De Ventura, Suite 335, Scottsdale, AZ 85258, for \$10 and other valuable consideration paid, grants and quitclaims to TEXANOUSHA LLC, a Texas Limited Liability Company, its successors and assigns ("Grantee") whose address is 1515 Hyde Park Blvd. #3, Houston, TX, the following:

One Hundred percent (100%) of all of Grantor's interest in the oil and gas and their constituents, including, all liquid hydrocarbons and gaseous hydrocarbons, of all natures and descriptions, whatsoever, and all royalty and rental interests, and all unpaid lease bonuses and all unpaid royalties and any other monies of any kind held in suspense and/or escrow, or monies unpaid for any reason, where and to the extent that Grantor is entitled in and underlying all real property in Ohio and in adjoining states and in particular in Sections 25 and 31 in the County of Jefferson in the State of Ohio in general and to specifically include the following parcels of land as described, at Volume 193, Page 453 and Volume 194, Page 540 of the Jefferson County Record of Deeds: Situate in and being a part of Section No. 25 in Township No. 8 and Range 3, and bounded as follows: Beginning at a stone in the Western boundary of said section on the North margin of Short Creek bearing thence 29° East 58.5 perches; thence North 58° East 8 perches; thence North 33° West 15.5 perches; thence North 31 1/2° East 53.7 perches; thence North 64 3/4° East 31.7 perches; thence North 15 perches; thence East 74.5 perches; thence South 5° East 177.5 perches; thence West 158 perches; thence North 137 perches to the place of beginning, containing one hundred and fifty one (151) acres, one rod and 17/100 of a rod, be the same more or less.

The present surface owners of the parcels described in the deeds found at Volume 193, Page 453 and Volume 194, Page 540 of the Jefferson County Record of Deeds are, at least in part, the following:


- Parcel No: 30-02126-001, Richard J. Toto, Jr. and Peggy L. Toto, being part of the premises conveyed to Stella Toto by instrument recorded in Deed Book 637, Page 539 of the Jefferson County Deed Records;
- Parcel No: 30-02037-005, Bryan Toto, who claims title by OR Volume 755, Page 436 of the official records of Jefferson County Ohio;
- Parcel Nos: 30-02037-004, 30-02126-000, 30-02037-000, 30-02127-000 David Toto and Phyllis Toto, who claims title by OR Volume 497, Page 472 and OR Volume 526, Page 556 of the official records of Jefferson County Ohio;
- Parcel Nos: 30-02021-000, 30-02126-002, 30-01497-001, 30-02280-000, 30-01497-002, Ruth Toto, who claims title by OR Volume 651, Page 258 and OR Volume 551, Page 751 and OR Volume 941, Page 117 of the official records of Jefferson County Ohio;
- Parcel Nos: 30-02037-002, 30-02037-003, 30-02037-006, Mitchell Toto, aka Mitchell J. Toto Jr. who claims title by OR Volume 890, Page 876 and OR Volume 830, Page 931 of the official records of Jefferson County Ohio.



CONTAINING IN ALL ONE HUNDRED AND THIRTY-FOUR AND 44/100 ACRES (134.44) BE THE SAME MORE OR LESS. Including Parcel Nos.: 30-02126-001, 30-02037-005, 30-02037-004, 30-02126-000, 30-02037-000, 30-02127-000, 30-02021-000, 30-02126-002, 30-02037-000, 30-01497-001, 30-02280-000, 30-01497-002, 30-02037-002, 30-02037-003, 30-02037-006 situated in Smithfield Township, Jefferson County,

PRIOR INSTRUMENT REFERENCE: Volume 193, Page 453; Volume 194, Page 540; and Instrument Numbers: 345770 (OR Vol. 1369 PG 911); 365390 (OR Vol. 1478 PG 686); 365391 (OR Vol. 1478 PG 688); 365392 (OR Vol. 1478 PG 690); 366973 (at OR Vol. 1487 PG 712); of the Jefferson County Record of Deeds. INsofar AND ONLY INsofar AS the above-described property pertains to the 151.00 acres more or less being shown as Parcel Nos.: 30-02126-001, 30-02037-005, 30-02037-004, 30-02126-000, 30-02037-000, 30-02127-000, 30-02021-000, 30-02126-002, 30-02037-000, 30-01497-001, 30-02280-000, 30-01497-002, 30-02037-002, 30-02037-003, 30-02037-006 on the Jefferson County Auditor's tax records.

Executed this 15th day of DEC. 2021


Christopher E. Banik as
Managing Member of
Thunderbird Global Development LLC


MANAGING MEMBER

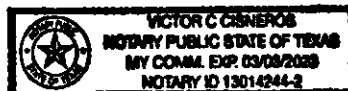
State of Texas:

County of Harris:

On this 15th day of December, 2021 personally appeared Christopher E. Banik as Managing Member of Thunderbird Global Development LLC known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal


Notary signature



CHEYENNE OIL GAS & MINERALS
ATTN: CHRISTOPHER BANIK
1515 HYDE PARK BLVD 3
HOUSTON, TX 77006
Inst #373794 - Mail